

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W58XUW-3322-2497		PAGE 1 OF 70	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912DQ-04-T-0051	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME CYNTHIA A . CLARK		b. TELEPHONE NUMBER (No Collect Calls) 417-276-3113		6. SOLICITATION ISSUE DATE 15-Jan-2004	
9. ISSUED BY USACE, KANSAS CITY STOCKTON LAKE PROJECT 16435 E STOCKTON LA STOCKTON MO 65785 TEL: 417-276-3113 FAX: 417-276-3510		CODE W912DQ		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 8744 SIZE STANDARD:\$5 million		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO USACE, KANSAS CITY THOMAS P. LONG STOCKTON LAKE PROJECT LAKE OFFICE 16435 E STOCKTON MO 65785 TEL: 417-276-3196 FAX: 417/276/3510		CODE W912DQ		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR FACILITY CODE		CODE		18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE					
						23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED		33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)			
				42d. TOTAL CONTAINERS			

Section SF 1449 - CONTINUATION SHEET

INSTRUCTIONS: NOTICE TO BIDDERS

PARK ATTENDANT RUARK EAST RECREATIONAL AREA RUARK WEST RECREATIONAL AREA STOCKTON LAKE PROJECT, MISSOURI

1. This solicitation is for services in **TWO** areas, Ruark Bluff **EAST** and Ruark Bluff **WEST**. Vendors are NOT required to quote on both areas, but must bid on the corresponding option year for each area for which vendor is bidding (*for example, if bidding on East but not West, then must bid on East base year and East option year, and must state "No Bid" on the items not bidding on*). Vendors are required to insert "NO BID" on each line item not bid on. Bids received not complying with this requirement will be considered non-responsive and will be rejected. AWARD WILL BE MADE TO MORE THAN ONE VENDOR (one vendor for East, one vendor for West).
2. Bidders make note: **Prevailing Wage Rates will apply** for any award resulting from this solicitation for bids. Wage Rate information is included herein as Attachment 3. Bidders should take into account the requirement to pay prevailing wage rates as attached, when figuring quotes for bid items.
3. This will be a BEST VALUE acquisition. Award will be made based on best value to the Government, and will not be made based on price alone, in accordance with FAR Part 52.212-2 "Evaluation – Commercial Items" (Jan 1999). The following evaluation factors will be considered:
 - Experience
 - Past Performance
 - Price

The evaluation factors of Experience and Past Performance will weigh more heavily than Price in determining the best value to the Government.

In order to be considered, bidders must provide information on Experience using Attachment 1, "Statement of Experience"; and must provide information on Past Performance utilizing Attachment 2, "Past Performance Questionnaire." Following are instructions for providing this required information:

Experience (Attachment 1, Statement of Experience)

Related experience will be determined by the length of time (years and months) of work in similar positions, performing duties similar in nature and complexity to the required services. Using Attachment #1, "Statement of Experience and Personal Information", list any experience you have had pertinent to this position. Return this document along with your bid by the due date.

Past Performance (Attachment 2, Past Performance Questionnaire)

Past Performance will be rated by the quality of services, timeliness of performance, and customer satisfaction on other contracts performed. Bidders should refer to Attachment #2, "Past Performance Questionnaire and Cover Letter". Bidders are to send this cover letter and questionnaire to three references which can verify your performance on work similar in nature and complexity to the required services. The three references should return the forms (via fax) directly to the US Army Corps of Engineers within three days of receipt, as specified in the Cover Letter. The Government may obtain additional information related to past performance from sources other than the questionnaire. At no time during the evaluation process or after award will comments or sources of comments be revealed to you or to other parties. Bidders are to submit the names, addresses and telephone numbers of their three references with this offer.

An evaluation will be completed for each responsive bid received by the due date and time in response to this solicitation. Selection of a Contractor will be determined following a thorough assessment of such bids. The assessment will involve a determination by the Government of the overall merit of each Contractor's bid, recognizing that subjective judgment on the part of the Government is implicit in the entire process. An award will be made to the bid which is deemed responsible in accordance with FAR 9.1, and which conforms to this RFP and is determined to be the overall most advantageous to the Government, with price and other factors considered.

4. Contractor is required to be CCR Registered by time of contract award in order to receive the award. Registration is to be accomplished by accessing www.ccr.gov. By submission of a bid, a bidder acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award; during performance; and through final payment of any contract resulting from the solicitation. Refer to clause 252.204-7004.
5. In order to be considered responsive, bidders must complete and return all of the following:
 - Complete block 17a of your quote with your complete mailing address and telephone number.
 - Complete blocks 30a, 30b, and 30c. In addition, provide Dun & Bradstreet number in block 30b above or nearby the printed name and title. A Dun & Bradstreet number may be obtained by accessing www.ccr.gov.
 - Complete Section B, Bid Items (CLINs).
 - Complete all applicable parts of FAR clause 52.212-3 "Offeror Representations and Certifications", which appears in the 'Contract Clauses' Section.
 - Complete & return all Best Value documentation (Attachments I and II, as directed in Paragraph 3, above).

Bidders must complete all fill-ins and send or deliver all return pages, to be received by the due date and time shown on page 1 of the solicitation, to:

US ARMY CORPS OF ENGINEERS
STOCKTON LAKE PROJECT
ATTN: CINDY CLARK
16435 E STOCKTON LAKE DR
STOCKTON MO 65785

Important: Please mark the outside of your envelope "Contract Proposal".

6. The Contractor shall furnish all required bond and insurance agreements, and valid driver's licenses, to the Contracting Officer or his representative, before starting work. This is normally accomplished at the Pre-Work Conference.
7. The Government will not award this contract to a bidder who intends to sub-contract the work to another party. It is our intent that a bidder be an integral part of the workforce throughout the entire performance period of this contract.
8. Quoters must provide a telephone number at which they can be contacted for a period of not less than one week following the closing date of this solicitation: ***Quoter may be contacted at ()***
_____ - _____. Quotes from persons who cannot be contacted by telephone over any two-day period during normal office hours (8:00 a.m. through 4:00 p.m., C.S.T.) within the one-week period following quote closing will be considered non-responsive, and will be removed from further consideration.
9. The previous contracts were awarded for the following amounts:

Ruark Bluff East \$1,479.91 per month (\$8,090 per season, 5½ months)
Ruark Bluff West \$1,200.00 per month (\$6,600 per season, 5½ months)
10. Award will be for a base period plus one renewal option, if exercised by the Government. Renewal option(s) are at the discretion of the U.S. Army Corps of Engineers, not of the Contractor. The Contractor can not withdraw from the contract or refuse renewal option(s) of consecutive year(s) at his/her discretion.
11. Quoters who wish to request a site visit should contact the Project Office at (417) 276-3113 to schedule an appointment. Point of contact: Cindy Clark, ext. #135.

SECTION B**BID ITEMS**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
		5.50	Months		
0001	RUARK BLUFF EAST - Park Attendant (Base)				
	Firm Fixed Price. FY 2004 BASE YEAR: Provide Park Attendant services at Ruark Bluff East Park for Base Year FY 2004, in accordance with the Performance Work Statement and other documents attached. FY 2004 Base Year Period of Service: 16 April 2004 through 30 September 2004. PR&C #W58XUW-3322-2497.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
		5.50	Months		
0002	RUARK BLUFF EAST - Park Attendant (Option)				
OPTION	Firm Fixed Price. FY 2005 RENEWAL OPTION, IF EXERCISED: Provide Park Attendant services at Ruark Bluff East Park for FY 2005, in accordance with the Performance Work Statement and other documents attached. FY 2005 Renewal Option Period of Service: 16 April 2005 through 30 September 2005. PR&C # W58XUW-3322-2497.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
		5.50	Months		
0003	RUARK BLUFF WEST - Park Attendant (Base)				
	Firm Fixed Price. FY 2004 BASE YEAR: Provide Park Attendant services at Ruark Bluff West Park for Base Year FY 2004, in accordance with the Performance Work Statement and other documents attached. FY 2004 Base Year Period of Service: 16 April 2004 through 30 September 2004. PR&C #W58XUW-3322-2497.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
		5.50	Months		
0004	RUARK BLUFF WEST - Park Attendant (Option)				
OPTION	Firm Fixed Price. FY 2005 RENEWAL OPTION, IF EXERCISED: Provide Park Attendant services at Ruark Bluff West Park for FY 2005, in accordance with the Performance Work Statement and other documents attached. FY 2005 Renewal Option Period of Service: 16 April 2005 through 30 September 2005. PR&C #W58XUW-3322-2497.				

SECTION C
PERFORMANCE WORK STATEMENT
PARK ATTENDANT

RUARK BLUFF EAST AND WEST PARK AREAS
STOCKTON LAKE PROJECT, MISSOURI

<u>SECTION</u>	<u>TITLE</u>
C-1	GENERAL INFORMATION
C-2	DEFINITIONS & ACRONYMS
C-3	GOVERNMENT-FURNISHED PROPERTY AND SERVICES
C-4	CONTRACTOR-FURNISHED ITEMS AND SERVICES
C-5	SPECIFIC TASKS
TE-1	TECHNICAL EXHIBIT #1 “PERFORMANCE REQUIREMENTS SUMMARY”
TE-2	TECHNICAL EXHIBIT #2 “PERIOD OF PERFORMANCE”
TE-3	TECHNICAL EXHIBIT #3 “PARK FACILITIES”
TE-4	TECHNICAL EXHIBIT #4 “AREA MAPS”
ATT-1	ATTACHMENT 1 “STATEMENT OF EXPERIENCE”
ATT-2	ATTACHMENT 2 “PAST PERFORMANCE QUESTIONNAIRE & COVER LETTER”
ATT-3	ATTACHMENT 3 “WAGE RATES”

SECTION C-1

GENERAL INFORMATION

- C.1.1 BACKGROUND.** Stockton Lake is a flood control reservoir in Missouri, with numerous parks and access areas managed by or leased from the U.S. Army Corps of Engineers. Park areas at Stockton Lake Project offer a wide variety of recreation facilities including boat launching ramps, campgrounds, full service marinas, picnic areas, and sand swimming beaches. Many routine maintenance items are contracted to the private sector. Mowing, refuse collection, and facility cleanup are just a few of the activities that are performed by private contractors for the Corps of Engineers at Stockton Lake Project. Award will be a Firm Fixed Price, performance-based service contract.
- C.1.2 SCOPE OF WORK.** The Contractor shall provide all labor, materials/supplies, transportation, and equipment to perform park attendant duties at the designated park areas, Stockton Lake Project, near Stockton, Missouri as defined in this Performance Work Statement (PWS), Section C-5 in particular, except those items specified in Section C-3 as Government-furnished. The Contractor will be required to use a Government furnished computer system to access and successfully utilize the National Recreation Reservation System (NRRS), which will be the method for collecting and entering all fees. The Contractor shall perform to the standards in this contract. A map of Stockton Lake can be found on the Internet at: http://www.nwk.usace.army.mil/stockton/stockton_home.htm
- C.1.3 PERIOD OF PERFORMANCE.** The Contractor shall work during the recreational season, which begins 16 April and continues through 30 September (5 and ½ months). Refer to Technical Exhibit #2 “Period of Performance” for schedule of Contractor’s work hours. The Contractor shall reside at the Government-furnished campsite during the period of performance.
- C.1.4 REQUIRED INSURANCE.** In accordance with the FAR Clause 52.228-5 titled “Insurance-Work on a Government Installation” the Contractor shall obtain and maintain during the period of performance under this contract the following kinds and minimum amounts of insurance*:
- | | |
|---|---|
| <i>Workmen’s Compensation</i> | <i>Coverage complying with applicable State statute**</i> |
| <i>Employer’s Liability</i> | <i>Minimum \$100,000</i> |
| <i>General Liability/Bodily Injury. . .</i> | <i>Minimum \$500,000 per occurrence</i> |
| <i>Automobile Liability</i> | <i>Minimum \$200,000 per person</i> |
| | <i>\$500,000 per occurrence</i> |
| | <i>\$ 20,000 property per occurrence</i> |
- * Reference FAR 28.307-2 Liability, subparagraphs (a), (b), and (c).
 ** Missouri Division of Insurance, telephone #(573) 751-4126
 Division of Workers Compensation, telephone #(800) 775-2667
- C.1.5 POST-AWARD (“PRE-WORK”) CONFERENCE.** After award, but prior to start of services, the Project Office will arrange a Pre-Work conference to be held at the Project. The purpose of the conference is to discuss contract requirements and details of contract performance. Both/all members of a Contractor’s team must attend the Pre-Work meeting.
- C.1.6 SURETY BOND.** All Park Attendant Contractors must provide, at the Pre-Work meeting, a surety bond in the amount of \$5,000⁰⁰ before Park Attendant services may begin. Failure to provide the bond at this time may result in termination of the contract and award being made to another bidder. The surety bond may

be obtained from the Contractor's local insurance agent. The U.S. Army Corps of Engineers, Kansas City District, shall be named as the recipient.

C.1.7 DOCUMENTS AND CORRESPONDENCE. After award, all documents and related correspondence shall be routed through the Contracting Officer's Representative (COR) at the Project Office to the Contracting Officer.

C.1.8 CONTRACTOR PERSONNEL.

C.1.8.1 MINIMUM MANPOWER REQUIREMENT: The Contractor (normally at least two people, but exception made be made in this case due to urgent need to fill the position during the season) shall be on-site and shall personally perform, or provide personal superintendence of the performance of, duties under this contract. In the event the Contractor is unable to perform contract duties, the Contractor shall provide an alternate with all the bonding, insurance requirements, etc. at no additional cost to the Government. The designation of an alternate shall be provided in writing to the Contracting Officer for approval, in the even the Contractor is unable to perform.

C.1.8.2 CONTRACTOR CONDUCT: Contractor personnel shall present a neat appearance and be fully clothed at all times while performing these services. The Contractor shall provide own attire, and shall wear Government furnished name tags. Contractor personnel shall utilize tact, diplomacy, and courtesy at all times during contact with the public and with Government personnel. The Contracting Officer reserves the right to disapprove any individual whom he/she considers to be incompetent to perform the work required. Such disapproval will be given to the Contractor by written notice. Any illegal or criminal activity may result in termination of the contract.

C.1.8.3 SECURITY REQUIREMENTS: The Contractor shall safeguard all Government property. Keys to the Park Attendant booth and storage shed will be provided to the Contractor. The Contractor shall establish and implement methods of making sure all keys issued by the Government to the Contractor for Contractor's use are not lost or misplaced, and are not used by unauthorized persons. The Contractor shall immediately report to the Contracting Officer or the COR any occurrences of loss, unauthorized use, or unauthorized duplication of keys. In the event keys, other than master keys, are lost or duplicated, the Contractor may be required upon written direction of the Contracting Officer, to rekey or replace the affected lock or locks without cost to the Government. To assist the visiting public in reclaiming lost articles, the Contractor shall turn in to the Project Office all property left by visitors and found during the performance of duties. The Contractor shall report any instance of vandalism, facilities not operating property, or facilities in need of repair to the Project Office.

C.1.9 COMPUTER TRAINING. The Contractor shall receive training prior to the start of services. Training will address the use of computers and the associated program (National Recreation Reservation System, NRRS), the use of credit card machines for acceptance of fees, and other details related to the services to be provided.

C.1.10 QUALITY CONTROL (CONTRACTOR'S RESPONSIBILITY). The Contractor shall develop a Quality Control Plan designed to demonstrate how the Contractor will meet the needs of the Project. The Quality Control Plan shall document how the Contractor will identify and correct performance shortfalls. Complete records of all inspection work performed by the Contractor must be maintained and made available to the Government during contract performance.

C.1.11 QUALITY ASSURANCE (GOVERNMENT'S RESPONSIBILITY).

- C.1.11.1 **QUALITY ASSURANCE PLAN (QAP).** A Quality Assurance Plan will be used during the life of the contract to ensure that the Contractor is performing the services required by this PWS in an acceptable manner. The Government develops the QAP, and the Project Office administers the plan.
- C.1.11.2 **GOVERNMENT SURVEILLANCE PLAN.** The Government will monitor the Contractor's performance under this contract using quality assurance procedures developed by the Government. Typical procedures might include random sampling, checklists and customer complaints. This should not be considered an exhaustive list. A primary objective of Government Quality Assurance will be to determine the effectiveness of the Contractor's quality control system.
- C.1.11.3 **INSPECTIONS.** According to the Inspection of Services clause (52.246-4 Inspection of Services-Fixed Price), the Government reserves the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government will perform inspections and tests in a manner that will not unduly delay the work.
- C.1.11.4 **UNSATISFACTORY PERFORMANCE.** If any of the services do not conform to contract requirements, the Government may request the Contractor to perform the services again, where appropriate, in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Government may (1) require the contractor to take necessary action to ensure that future performance conforms to contract requirements, and (2) reduce the contract price to reflect the reduced value of the services performed. NOTE: If the contractor fails to promptly re-perform the services or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may by contract, or otherwise: (1) perform the services and charge to the Contractor any cost incurred by the government that is directly related to the performance of such service, or (2) terminate the contract in whole or in part.
- C.1.12 OTHER CONTRACTS.** The Contractor shall not commit or permit any act which may interfere with the performance of work by another Contractor or Government employee(s).
- C.1.13 VOLUNTEERS.** Volunteers may be utilized in these parks. Volunteers receive and follow instructions from a Government representative, not the Contractor. The Contractor should not consider any volunteer as his/her employee. Volunteers may staff the Park Attendant booth outside of the Contractor's normal scheduled hours, or may perform other duties, as instructed by Government representative.
- C.1.14 CONTRACTOR PETS.** No pets are permitted inside the Park Attendant booth at any time. The Contractor shall be liable for any damages or injuries caused by their pets. When outside, pets shall be on a leash at all times.
- C.1.15 SMOKING POLICY.** Smoking is not allowed in all Government buildings, including shower buildings, vault toilets, Park Attendant booth, etc. Smoking is also not allowed by the Contractor while in direct contact with the public.
- C.1.16 FIREARMS AND WEAPONS.** The Contractor shall not possess, during the performance of this contract, any item, including firearms, that can be used as a weapon. Title 36 regulates firearms on Federal property.
- C.1.17 SAFETY.** The Contractor shall immediately report to a Park Ranger any situation that could affect the health or safety of visitors. This includes accidents, violations of laws or regulations, maintenance needs, utility problems, etc. The Contractor shall also report to a Park Ranger any disturbance(s) that cannot be

diplomatically resolved. All services shall be performed in accordance with applicable safety requirements set forth in Corps of Engineers Manual EM-385-1-1, "Safety and Health Requirements Manual" and supplements thereto (copies are available from the Project Office). Any equipment or materials not in conformity with the Safety Manual shall be removed from Government property immediately.

C.1.18 PAYMENT. Payment will not be made for services not performed. The Contractor shall provide the Project Office with an invoice at the end of each month, requesting payment for that month's services. Payment shall be made via Electronic Funds Transfer (EFT) into the Contractor's banking account. In accordance with the Prompt Payment Act, payment will be made approximately 30 days after the last day of services received for the billing period, or 30 days from receipt of the invoice, whichever is later. The Contractor will be provided a blank 'direct deposit' form at the Pre-Work meeting. This form shall be completed by the Contractor to enable EFT.

SECTION C-2

DEFINITIONS AND ACRONYMS

Acceptable Level of Performance: As shown on the Performance Requirements Summary (PRS), the Acceptable Level of Performance is the maximum percent defective that can be considered satisfactory on the average. This is the allowable leeway or variance from a standard before the Government will reject the specific service.

Clean: Free of dirt or impurities; unsoiled, unstained, recently laundered, fresh and unused, neat and tidy; having no flaws or roughness; clear of streaks or smudges.

Contracting Officer's Representative (COR): Individual designated and authorized in writing by the Contracting Officer to perform specific technical and/or administrative functions regarding the contract. This individual may be designated to perform quality assurance functions, including inspections, for a contracted service.

Contractor: The company structure, including all partners, officers, and employees with interest in this contract.

Debris: Any articles, or parts thereof, such as paper, gum, paper clips, candy, lint, litter, strings, cigarette butts, leaves, sand, excrement, etc.

Defect: A service output that does not meet the standard of performance specified in the contract for that service.

Dirt: Particles of sand, soil, grit, or pebbles; mud, dust, fuzz, tar, liquid stains, vomit, ashes, etc.

Disinfect: To completely flood the fixture, floor, etc., with a germicidal disinfectant, allowing to soak, and rinsing clean as directed by the manufacturer's instructions.

Glass: All remaining exposed glass surfaces that are not considered windows. All Lucite, plastic, or any transparent materials, including mirrors, shall be considered glass.

Fully-Clothed: Meaning a sleeved shirt (T-shirts are acceptable), trousers, and shoes shall be worn at all times, except that this requirement shall not be construed to replace or eliminate the necessity for the wearing of appropriate protective clothing or devices as may be required for the application of various chemicals. Clothing shall be clean and neat in appearance.

Neat/Clean: Orderly, tidy, free from dirt and debris.

Performance Requirement: A service output required by the contract.

Performance Requirements Summary (PRS): A listing of the service outputs under the contract that are to be evaluated by the COR or Contract Inspector on a regular basis; the surveillance methods to be used for these outputs; and the acceptable level of performance for requirement of the listed outputs.

Performance Work Statement (PWS): Similar to a scope of work, this document sets forth required duties of the Contractor. It is called a "Performance" Work Statement as satisfaction with services is measured by end results of performance, rather than methods of performance (i.e., a PWS might state "the floors should be clean after performance of services" rather than stating "the floors should be swept and mopped.")

Quality Assurance (QA): A method used by the Government to provide some measure of control over the quality of purchased services received. Quality Assurance refers to actions by the Government. The Government uses a Quality Assurance surveillance plan to monitor quality of services received.

Quality Control (QC): A method used by the Contractor to control the quality of services provided. Quality Control refers to actions by the Contractor. As specified in C.1.6., the Contractor shall furnish a Quality Control plan to the Government.

Service Contract: A contract that directly engages the time and effort of a Contractor whose primary purpose is to perform an identifiable task or tasks rather than to furnish an end item of supply. A service contract may cover services performed by either professional or nonprofessional personnel, whether on an individual or organizational basis.

Shall: Means the imperative.

Windows: The glass surfaces which are an integral part of the outer wall of a building.

SECTION C-3

GOVERNMENT-FURNISHED PROPERTY AND SERVICES

C.3.1 GOVERNMENT-FURNISHED FACILITIES.

- C.3.1.1 **STORAGE SHED.** The Government will provide a storage facility for the Contractor's use. The Contractor shall provide all upkeep and minor maintenance to facility assigned to the Contractor. Before any modification of the facility is performed by the Contractor at his or her expense, the Contractor must give the Contracting Officer documentation describing, in detail, the modification requested. No alterations to the facility shall be made without specific written permission from the Contracting Officer.
- C.3.1.2 **CAMPSITE.** The Government will provide a campsite with a concrete pad for the Contractor's trailer. Visitors of the Contractor may stay within the Contractor's trailer; however, additional camping units will NOT be allowed to set up on the Contractor's campsite.
- C.3.1.3 **UTILITIES.** The Government will provide utility hookup (telephone, electricity, water, sewer) for the Contractor's use. Only telephone service, if ordered by the Contractor, must be paid for by the Contractor. Electricity, water, sewer, and refuse collection (from nearby dumpster) will be provided at no charge to the Contractor. Refer to C.3.4, below, for more specific information on utilities.

C.3.2 GOVERNMENT-FURNISHED MATERIALS/SUPPLIES. The Government will furnish to the Contractor the following items to be used by the Contractor in the performance of duties under the contract:

- *Paper for fee booth computer*
- *Paper for receipts*
- *Standard office supplies, such as pens, pencils, notepads, scissors, stapler, staples, paperclips, and rubber bands.*
- *Maps, brochures, and regulations (Title 36)*
- *Various forms/logs*
- *Name tags*
- *Annual day use passes*
- *Permit books*
- *Golden Age passports*
- *Mailing labels for transmittal of fees*
- *Keys*

C.3.3 GOVERNMENT-FURNISHED EQUIPMENT. The Government will furnish to the Contractor the following equipment to be used by the Contractor in the performance of duties under the contract:

- *Telephone for fee booth*
- *Computer system for fee booth (includes CPU, monitor, receipt printer, report printer, and battery backup unit)*
- *Cash drawer*
- *Credit card machine*

C.3.4 GOVERNMENT-FURNISHED SERVICES/UTILITIES. The Government will furnish to the Contractor the following:

C.3.4.1 **ELECTRIC, WATER, AND SEWER:** The Government will furnish utilities to the designated Park Attendant camp site, including electricity, water, and sewer hookup, at no charge to the Contractor.

C.3.4.2 **TELEPHONE:** The Government will provide telephone pedestal and line to pedestal. The Contractor bears responsibility from the pedestal to the trailer, for contacting the telephone company for connection, and in paying for telephone service. The Government may, upon request, provide historical information to the Contractor to assist in the connection.

C.3.4.3 **TRASH:** The Government will provide refuse collection services from dumpsters located within the park. It will be the Contractor's responsibility to dispose of trash by removing to the nearest dumpster.

NOTE: The Contractor bears all costs for moving onto and from the Government-furnished camp site, and shall reside at the campsite (including nights) throughout the performance of services under the contract.

C.3.5 GOVERNMENT PROPERTY CLEARANCE. Government personnel will be available on October 1st between the hours of 7:30 a.m. and 4:00 p.m. to check out the Contractor and to receive Government-furnished property from the Contractor. All Government-furnished equipment and items must be returned prior to the Contractor's departure.

SECTION C-4

CONTRACTOR-FURNISHED ITEMS AND SERVICES

C.4.1 GENERAL INFORMATION. Except for those items or services specifically stated in Section C-3 as Government-furnished, the Contractor shall furnish everything needed to perform this contract according to all its terms. The Contractor's equipment shall be of quality, size, and type suitable for satisfactorily accomplishing services. The Contractor's equipment shall be in good repair and shall operate efficiently and safely. Equipment shall be maintained clean to present a neat, professional appearance. The Contracting Officer or his designated representative may inspect the Contractor's equipment and/or tools at any time, and may direct the removal of any improper or unsafe equipment/tools. Such items shall be removed from service by the Contractor, and shall be replaced with satisfactory equipment. The following mentioned requirements are not all-inclusive of the Contractor-furnished items and services required in the performance of this contract. NOTE: Equipment breakdown shall not relieve the Contractor of the responsibility to perform services as specified. The Contractor shall assure that he/she possesses (or can obtain on short notice) sufficient backup equipment to continue performance of services as specified without interruption in the even of mechanical failure of primary equipment.

C.4.2 SUPPLIES/EQUIPMENT. The following are examples of items the Contractor shall provide for this contract. This list may not be all-inclusive.

- Small trash sacks for use in booth
- Lawnmower(s), weedeater/trimmer(s), edger, and fuel
- Water hoses
- Water Sprinkler
- Rake
- Insect spray

The Contractor shall store all supplies and equipment in the Government-furnished storage site: no supplies or equipment shall be distributed throughout the facilities.

C.4.3 TRAILER/MOTOR HOME. The Contractor shall provide a mobile travel trailer, motor home, or approved equal, containing sanitary facilities and all equipment necessary for habitation. Tents or 'pop-up' type tent campers will not be permitted. The unit shall present a neat appearance when parked near the park entrance at the designated Park Attendant site. If self-propelled units are utilized, they must remain on-site, and shall not be used as transportation vehicles.

C.4.4 VEHICLE(S). Transportation vehicle(s) for use in performing the requirements of this contract must be street legal. They must also be properly licensed, and the Contractor shall furnish proof of required insurance in the form of a copy of the insurance policy, or a binder issued by the insurer. Proof of proper insurance for each vehicle shall be delivered to the Contracting Officer or his designated representative at the Pre-Work meeting. The Contractor (each person) shall maintain a valid state driver's license. A photocopy of licenses will be taken at the Pre-Work meeting. No all-terrain vehicles (ATVs) will be allowed.

C.4.5 TELEPHONE. The Contractor shall provide a telephone number to the Contracting Officer or his representative at the Pre-Work meeting. The Contractor may elect to purchase telephone service (refer to C.3.1.3 and to C.3.4.2), or may use a cellular telephone, if the area is able to maintain a strong reception signal.

- C.4.6** **MAIL.** Mail service will be at the discretion of the Contractor. If the Contractor elects to have service, the Contractor shall provide a mailbox and if necessary a post, and installation of the post. The Contractor shall provide the Project Office with the local mailing address, once established.

SECTION C-5

SPECIFIC TASKS

- C.5.1 GENERAL INFORMATION.** The Contractor is responsible for the daily operation of the park entrance booth and for visitor assistance, 6 days per week, including weekends and Federal Holidays. This includes the campground and also a group use camp area. The Contractor also is responsible for the fee vaults at designated day use areas. The Contractor will be granted, and shall observe, one day off per week (day off is Wednesday per schedule, Technical Exhibit #2). Duties include but are not limited to: fee collection, operation of National Recreation Reservation System (NRRS), providing visitor assistance, providing brochures, maps, regulations, and literature to visitors, posting reservations daily in the campground, campsite checks, and answering the fee booth telephone.
- C.5.1.1 CONTRACTOR ARRIVAL.** The Contractor shall move onto the designated site a minimum of five (5) but not more than seven (7) days prior to the start of services. Electrical services will be provided upon arrival, if arrival takes place during normal business hours. Water and sewer services may be postponed upon arrival or discontinued near departure if cold weather conditions warrant. All costs for moving onto and from the site shall be borne by the Contractor. The Contractor shall reside at the campsite (including nights) during the period of services, and shall remove the trailer and all personal property from the site not later than seven (7) days after the end of the service period.
- C.5.1.2 CAMPSITE.** The Contractor shall maintain the area where the trailer (RV unit) is parked, in a clean and sanitary condition at all times. No dog pens, horse corrals, poultry cages, or similar facilities for pets or raising of animals will be allowed. The Contractor's pets shall fall under the same restrictions of Title 36, which apply to our visitors. Visitors to the park should have open access to the Contractor's site without the possibility of incidental contact with pets. Small vegetable or flower gardens are permitted where designated upon approval from the Contracting Officer or his designated representative. The Contractor shall perform mowing, and trimming, edging, and watering in and around the Contractor's trailer site. The Contractor shall **not** use **any** chemicals (for example, Roundup, Weed-B-Gone, etc.) to control weeds in lieu of performing edging services. The Contractor shall exercise extreme care to ensure that equipment does not come into contact with trees, shrubs, or other objects. All costs for repairs or replacement in size and like kind, resulting from damage by the Contractor's equipment, shall be borne by the Contractor.
- C.5.1.3 FEE BOOTH.** The Contractor shall maintain the entrance fee booth in a neat and clean condition. The Contractor may plant flowers or create rock arrangements in designated curbed area of the fee booth, to the extent it does not create a safety hazard, and nothing obstructs the signs on the entrance booth.
- C.5.1.4 VISITOR ASSISTANCE.** The Contractor shall use tact, diplomacy, and courtesy at all times when dealing with the public. The Contractor's duties include handing out of Government furnished material only, such as pamphlets, copies of Federal Regulations (Title 36), campground maps, Stockton Lake brochures, etc. The Contractor shall explain or clarify to visitors certain regulations and policies, such as disposal of trash; use of clotheslines; observance of quiet hours (10:00 p.m. to 6:00 a.m.); check out times; maximum 14 day stay limitations; etc., when campers enter the park. The Contractor shall also advise visitors to utilize only developed facilities, roads, and camping areas.

- C.5.1.5 **DISTURBANCES. The Contractor shall not attempt to apprehend any violators.** The Contractor shall report all disturbances which cannot be diplomatically resolved to a Park Ranger. The Contractor shall make an evening drive through the park area to determine if any trouble areas may be developing, and to advise any individual(s) of park rules. The Contractor shall advise a Park Ranger of potential problems as deemed necessary. Stockton Lake Project does contract for increased Law Enforcement services from the local Sheriff's Department, so that increased patrol of lake areas takes place.
- C.5.1.6 **TOURS OF PARK.** Each day, except for the Contractor's day off, the Contractor shall perform a morning and an evening tour of the park areas.
- C.5.1.7 **FLOOD CONTROL.** This is a flood control project. Occasional retention of floodwaters may inundate portions of the public use areas, other areas, or access roads thereto, being serviced by this purchase order. In the event that inundation materially affects the scope of work, the Contractor shall be requested to submit a pricing proposal covering the unserviceable or affected portion of his work in order that an equitable adjustment to purchase order price can be negotiated and an adjustment made in accordance with the appropriate contract clause entitled "Changes" [FAR 52.212-4 (c)]. Payment for services not performed as a result of conditions stated above shall be initially withheld until execution of an equitable adjustment can be made by contract modification.

C.5.2 FEE PROGRAM.

- C.5.2.1 **SCHEDULE.** For on-duty fee booth hours, refer to Technical Exhibit #2 "Period of Performance". The Contractor shall keep an open telephone line of communication while on duty. The Contractor shall be available at all times (except scheduled days off and approved time away from park – refer to Technical Exhibit #2) to receive and deliver emergency messages. If the Contractor needs to be absent from the park at any other time, the Contractor shall notify the COR as soon as possible. The Contractor shall retain a qualified substitute Park Attendant to cover such absences. This substitute must be approved by the COR.
- C.5.2.2 **NATIONAL RECREATION RESERVATION SYSTEM (NRRS).** The Contractor shall perform specific daily duties to implement the NRRS according to established procedures taught during pre-work training. Duties include, but are not limited to:
- Maintain current records (sites occupied, period of stay, visitor names)
 - Generate, print & post required reports
 - Post reserved sites
 - Check site availability
 - Process camper registrations
 - Sell Golden Age passports
 - Receive daily arrival reports
 - Prepare user fee permits (ENG 4457) only as a backup, including remittance registers

NOTE: The NRRS is 'menu-driven'; therefore, no software other than that provided by the Government shall be used.

- C.5.2.3 **DAY USE FEE PROGRAM.** The Contractor shall implement all aspects of the Day Use Fee Program in accordance with Project policies. Duties to be performed daily include, but are not limited to:

- Collect Day Use Fees
- Tour Day Use area parking lots to ensure self-deposit envelopes and pencils remain available
- Remove and replace canister in self-deposit vault
- Sell annual Day Use passes and Golden Age passports
- Be available to total and verify fee receipts with a Park Ranger (every effort will be made to meet during booth hours, but this may not always be possible)

C.5.2.4 TRANSMITTAL OF FUNDS. As a minimum, fees shall be transmitted once per week or when collections total \$5,000⁰⁰ or more, whichever occurs first. Direct fee transmittal requires that the Contractor convert the collected cash to a cashier's check or money order. The Contractor shall then send the remittances, cashier's check or money order, and personal checks collected to the National Recreation Reservation System (NRRS). All costs incurred for direct fee transmittal including, but not limited to purchase fees for cashier's checks or money orders, or costs of transportation to and from the nearest bank or post office, shall be borne by the Contractor. The Contractor shall provide a copy of the remittance register to the Recreation Fee Cashier (or alternate) following each transmittal. This will be picked up from the Contractor by a Park Ranger, who will then deliver it to the Recreation Fee Cashier.

C.5.2.5 PARK PATROL. The Contractor shall perform a complete morning tour of the public use area to determine all visitors who may have arrived during hours the fee booth was closed. The Contractor shall contact such visitors arriving after hours, and shall request these visitors to come to the fee booth during booth hours to obtain proper registration.

C.5.2.6 CREDIT CARDS AND PERSONAL CHECK POLICY. The Contractor shall promote and encourage the use of credit cards over personal checks. For acceptance of personal checks, the Contractor shall follow instructions listed in the *Park Attendant Handbook*, which will be provided by the Government.

C.5.2.7 SECURITY. The Contractor shall provide adequate security for all monies, user fee permits, computer permits, computer consolidated summaries, cash, Golden Age passports, cash summary tapes, and fee collection records and forms. All collections shall be safeguarded by the Contractor; outside entrances to the fee booth shall be kept locked; and visitors shall not be allowed inside the fee booth. The Contractor shall not mix personal funds with Government funds.

C.5.3 MOWING, TRIMMING, AND WATERING.

C.5.3.1 MOWING AND TRIMMING. The Contractor shall perform mowing and trimming services in and around the following areas:

- Contractor's trailer site

The Contracting Officer or his authorized representative will designate areas for which mowing and trimming services are required. Following performance of mowing and trimming services, the Contractor shall sweep all sidewalks and entrances into buildings or facilities to remove all grass clippings.

C.5.3.2 WATERING. The Contractor shall water the following areas, as directed by the Contracting officer or his designated representative:

- Contractor's trailer site (grass, trees, shrubs, flower beds, etc.)

C.5.3.3 CHEMICALS. The Contractor shall **not** use **any** chemicals (for example, Roundup, Weed-B-Gone, etc.) to control weeds in lieu of performing mowing and trimming services.

C.5.3.4 DAMAGE. The Contractor shall exercise extreme care to ensure that equipment does not come into contact with trees, shrubs, or other objects. All costs for repairs or replacement in size and like kind, resulting from damage by the Contractor's equipment, shall be borne by the Contractor.

TECHNICAL EXHIBIT #1

PERFORMANCE REQUIREMENTS SUMMARY

Required Service	Standard	Performance Requirement (Acceptable Level of Performance)	Method of Surveillance
VISITOR ASSISTANCE & GENERAL OPERATIONS	Refer to C.5.1	96% compliance (4% maximum defective allowed)	1) Periodic Inspections by Gov't. 2) Public Visitor Complaint
FEE PROGRAM (INCLUDES NRRS & DAY USE)	Refer to C.5.2	96% compliance (4% maximum defective allowed)	1) Periodic Inspections by Gov't. 2) Public Visitor Complaint
MOWING, TRIMMING, & WATERING	Refer to C.5.3	96% compliance (4% maximum defective allowed)	1) Periodic Inspections by Gov't. 2) Public Visitor Complaint

TECHNICAL EXHIBIT #2

PERIOD OF PERFORMANCE

GENERAL: The Contractor shall perform Park Attendant duties, and maintain a 24-hour availability at park for a six-day week, including weekends and Federal holidays. A day consists of hours on-duty time in the booth per schedule below; hours spent performing Custodial duties (refer to C.5 and sub-sections, and to Technical Exhibit #4); plus the remainder of the day (24 hours) for “on call” availability for emergency and surveillance purposes.
EXCEPTION: Contractors may leave the park on Mondays through Thursdays (except for holidays) during the hours the fee booth is closed.

DAY OFF:

RUARK BLUFF EAST: The regular scheduled day off during a normal week is TUESDAY.

RUARK BLUFF WEST: The regular scheduled day off during a normal week is WEDNESDAY.

There will be no day off during a shortened week during the first and last week of the contract service period. The day off may be adjusted by the Contracting Officer or his representative, to accommodate fee booth coverage for the 4th of July Holiday or for special events.

PERIOD OF SERVICES: The Contractor shall perform services during the period 16 April through 30 September.

PARK ATTENDANT SCHEDULE (FEE BOOTH): The following schedule is subject to change with one (1) week’s advance notice. The Contractor shall assure the fee booth is open and occupied (by the Contractor) during the following hours (actual ‘on duty’ hours):

APRIL 16 - MAY 15

MONDAY - THURSDAY	8:00 - 10:00 a.m.	&	5:00 - 9:00 p.m.
FRIDAY - SATURDAY	8:00 - 10:00 a.m.	&	4:00 - 10:00 p.m.
SUNDAY	8:00 - 10:00 a.m.	&	2:00 - 7:00 p.m.

MAY 16 - AUGUST 14

MONDAY - THURSDAY	8:00 - 11:00 a.m.	&	5:00 - 9:00 p.m.
FRIDAY	8:00 - 11:00 a.m.	&	4:00 - 11:00 p.m.
SATURDAY	8:00 - 10:00 a.m.	&	3:00 - 11:00 p.m.
SUNDAY	8:00 - 11:00 a.m.	&	2:00 - 7:00 p.m.
Memorial Day & July 4 th Holidays	8:00 - 11:00 a.m.	&	2:00 - 7:00 p.m.

AUGUST 15 - SEPTEMBER 30

MONDAY - THURSDAY	8:00 - 10:00 a.m.	&	5:00 - 9:00 p.m.
FRIDAY - SATURDAY	8:00 - 10:00 a.m.	&	4:00 - 10:00 p.m.
SUNDAY	8:00 - 10:00 a.m.	&	2:00 - 7:00 p.m.
Labor Day Holiday	8:00 - 10:00 a.m.	&	2:00 - 7:00 p.m.

MOWING, TRIMMING & WATERING: The Contractor shall perform duties as set forth in section C.5.3 follows:

DUTY

Mowing, Trimming, Watering

TIME OF PERFORMANCE

As needed or directed, maximum once per week

TECHNICAL EXHIBIT #3

PARK FACILITIES

GENERAL: Park Attendant services shall be performed for the entire Ruark Bluff East or Ruark Bluff West area as shown on the Campground Maps (Technical Exhibit #4). The Ruark Bluff East area includes the Mutton Creek group camp and also the beach. The Ruark Bluff West area includes the Ruark West group camp and also the boat ramp.

SITE VISIT: A site visit is strongly recommended.

QUANTITIES: The following information is estimated. It is the responsibility of the Contractor to determine exact quantities and conditions affecting performance of this work.

<u><i>Facilities/Areas</i></u>	<u><i>Ruark Bluff East Quantity (Approx)</i></u>	<u><i>Ruark Bluff West Quantity (Approx)</i></u>
<i>Campsites</i>	<i>113</i>	<i>72</i>
<i>Group Camp campsites</i>	<i>12 (Mutton Creek)</i>	<i>11 (Ruark West)</i>
<i>Park Attendant Site (fee booth, storage shed, grill or fire ring, table, parking area)</i>	<i>1</i>	<i>1</i>
<i>Day Use Services for Fee Vault</i>	<i>2 (Ruark Beach)</i>	<i>1 (Ruark Boat Ramp)</i>
<i>Litter Pickup (fee booth, campsite)</i>	<i>.25 acre*</i>	<i>.25 acre*</i>
<i>Mowing, Trimming, and Watering</i>	<i>.25 acre*</i>	<i>.25 acre*</i>

* Sizes of areas for mowing, trimming, edging, watering, and litter pickup are all estimates. It is the responsibility of the Contractor to determine exact quantities and conditions affecting performance of this work.

** Total number of campsites and tables is subject to a variation of +/- 10 each at no change in contract amount.

TECHNICAL EXHIBIT #4

CAMPGROUND MAPS

(map not available to download from advertised solicitations web page – but can be faxed, mailed, or emailed as Word Attachment upon request – contact cynthia.a.clark@usace.army.mil or call (417) 276-3113 to request a copy of maps)

<p>ATTACHMENT #1</p> <p>STATEMENT OF EXPERIENCE</p>

This form must be completed by all quoters in order to receive consideration. If additional space is needed, this form may be duplicated as necessary. Information describing the offeror's complete contracting background, personal information, and experience shall be provided. The Contractor information should only describe experience that directly pertains to the type of work set forth in this solicitation. Include details of any training which would enable you to better perform the work outlined in the specifications. Reference information should include the names and current telephone numbers of all individuals listed.

Experience No. 1

Contract/work type: _____

Agency/firm for whom work was performed: _____

Contact person at the site: _____ Telephone #: _____

Month/Year work began: _____ Month/Year work ended: _____

Brief description of duties: _____

Experience No. 2

Contract/work type: _____

Agency/firm for whom work was performed: _____

Contact person at the site: _____ Telephone #: _____

Month/Year work began: _____ Month/Year work ended: _____

Brief description of duties: _____

Experience No. 3

Contract/work type: _____

Agency/firm for whom work was performed: _____

Contact person at the site: _____ Telephone #: _____

Month/Year work began: _____ Month/Year work ended: _____

Brief description of duties: _____

Experience No. 4

Contract/work type: _____

Agency/firm for whom work was performed: _____

Contact person at the site: _____ Telephone #: _____

Month/Year work began: _____ Month/Year work ended: _____

Brief description of duties: _____

ATTACHMENT #2

**PAST PERFORMANCE QUESTIONNAIRE
AND
COVER LETTER**

COVER LETTER

DEPARTMENT OF THE ARMY
KANSAS CITY DISTRICT, CORPS OF ENGINEERS
760 FEDERAL BUILDING
601 EAST 12TH STREET
KANSAS CITY, MISSOURI 64106-2896

TO: _____ (Reference's name & address, to be completed by bidder)

RE: Past Performance Questionnaire
Solicitation for Park Attendant Services
Ruark Bluff East and West Parks

The U.S. Army Corps of Engineers is soliciting park attendant services for Ruark Bluff East and West Park Areas, Stockton Lake, Missouri. We have requested offerors interested in submitting quotes for these services to send this letter along with the enclosed questionnaire to three references for past and/or present contracts relevant to the services required by this solicitation.

We request and appreciate your assistance in completing the questionnaire, so that we may evaluate the offeror's past performance. Please provide any comments or additional information which you deem relevant or important. **At no time during the evaluation process or after award will your comments be revealed to the offeror.**

Please complete and submit the questionnaire within three (3) days of receipt fax to:

Fax #(417) 276-3510, to attention of Cindy Clark

Thank you in advance for your assistance in making this a "best value" procurement. Should you have any questions, please feel free to contact me at (417) 276-3113.

Sincerely,

Cynthia A. Clark
Civil Engineering Technician
Stockton Lake Project Office
Stockton, Missouri

Enc (1)

PAST PERFORMANCE QUESTIONNAIRE

**SOLICITATION FOR
PARK ATTENDANT SERVICES**

**RUARK BLUFF EAST & WEST PARK AREAS
STOCKTON LAKE, MISSOURI**

SECTION 1: (Quoter's information, to be completed by quoter)

CONTRACTOR/COMPANY NAME: _____

CONTRACT NUMBER(S): _____

(complete only if a Government Contract)

LOCATION: _____

VALUE: _____ DATES: _____

SECTION 2: (To be completed by Reference)

A. Quality of Services:

How would you rate the **quality** of the contractor's performance?

- _____ Excellent
- _____ Very Good
- _____ Satisfactory
- _____ Marginal
- _____ Unsatisfactory

Comments:

B. Timeliness of Performance:

Was the contractor **dependable and reliable**, and were contract requirements completed **timely**?

- _____ Yes
- _____ No

Comments:

C. Customer Satisfaction:

How would you rate **your satisfaction with the service** provided by this contractor?

- _____ Extremely Satisfied
- _____ Satisfied
- _____ Partially Satisfied
- _____ Dissatisfied
- _____ Extremely Dissatisfied

Comments:

How would you rate **your satisfaction with this contractor?**

- _____ Extremely Satisfied
- _____ Satisfied
- _____ Partially Satisfied
- _____ Dissatisfied
- _____ Extremely Dissatisfied

Comments:

Would you hire this contractor again?

- _____ Yes
- _____ No

Comments:

COMPANY NAME: _____ ADDRESS: _____

YOUR NAME: _____

TELEPHONE: _____ E-MAIL: _____

ATTACHMENT #3

WAGE RATES

94-2311 MO,SOUTHERN MISSOURI

WAGE DETERMINATION NO: 94-2311 REV (21) AREA: MO,SOUTHERN MISSOURI

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD: 94-2312**

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION

| WASHINGTON D.C. 20210

|

|

|

| Wage Determination No.: 1994-2311

William W.Gross Division of | Revision No.: 21

Director Wage Determinations| Date Of Revision: 06/12/2003

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State: Missouri

Area: Missouri Counties of Barry, Barton, Benton, Bollinger, Butler, Camden, Cape Girardeau, Carter, Cedar, Christian, Dade, Dallas, Dent, Douglas, Dunklin, Greene, Hickory, Howell, Iron, Jasper, Laclede, Lawrence, Madison, Maries, McDonald, Miller, Mississippi, Moniteau, Morgan, New Madrid, Newton, Oregon, Ozark, Pemiscot, Perry, Phelps, Polk, Pulaski, Reynolds, Ripley, Scott, Shannon, St Clair, Stoddard, Stone, Taney, Texas, Vernon, Wayne, Webster, Wright

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations

01011 - Accounting Clerk I	7.30
01012 - Accounting Clerk II	9.58
01013 - Accounting Clerk III	10.98
01014 - Accounting Clerk IV	13.86
01030 - Court Reporter	11.92
01050 - Dispatcher, Motor Vehicle	11.92
01060 - Document Preparation Clerk	9.55
01070 - Messenger (Courier)	7.55
01090 - Duplicating Machine Operator	9.55
01110 - Film/Tape Librarian	9.13
01115 - General Clerk I	7.57
01116 - General Clerk II	8.59
01117 - General Clerk III	11.16
01118 - General Clerk IV	13.87
01120 - Housing Referral Assistant	13.76
01131 - Key Entry Operator I	8.25
01132 - Key Entry Operator II	9.68
01191 - Order Clerk I	8.76
01192 - Order Clerk II	11.61
01261 - Personnel Assistant (Employment) I	11.57
01262 - Personnel Assistant (Employment) II	11.78
01263 - Personnel Assistant (Employment) III	13.41
01264 - Personnel Assistant (Employment) IV	15.11
01270 - Production Control Clerk	14.19
01290 - Rental Clerk	9.23
01300 - Scheduler, Maintenance	10.73
01311 - Secretary I	10.73
01312 - Secretary II	12.21
01313 - Secretary III	13.76
01314 - Secretary IV	15.25
01315 - Secretary V	18.30
01320 - Service Order Dispatcher	10.48
01341 - Stenographer I	10.26

01342 - Stenographer II	11.73
01400 - Supply Technician	15.25
01420 - Survey Worker (Interviewer)	10.81
01460 - Switchboard Operator-Receptionist	8.67
01510 - Test Examiner	12.21
01520 - Test Proctor	12.21
01531 - Travel Clerk I	9.49
01532 - Travel Clerk II	10.22
01533 - Travel Clerk III	10.93
01611 - Word Processor I	9.74
01612 - Word Processor II	11.55
01613 - Word Processor III	12.94
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	10.52
03041 - Computer Operator I	11.04
03042 - Computer Operator II	12.94
03043 - Computer Operator III	15.40
03044 - Computer Operator IV	16.48
03045 - Computer Operator V	18.29
03071 - Computer Programmer I (1)	15.36
03072 - Computer Programmer II (1)	18.04
03073 - Computer Programmer III (1)	21.45
03074 - Computer Programmer IV (1)	26.70
03101 - Computer Systems Analyst I (1)	20.92
03102 - Computer Systems Analyst II (1)	24.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	11.04
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	13.84
05010 - Automotive Glass Installer	13.21
05040 - Automotive Worker	13.21
05070 - Electrician, Automotive	14.14
05100 - Mobile Equipment Servicer	11.89
05130 - Motor Equipment Metal Mechanic	14.51
05160 - Motor Equipment Metal Worker	13.21

05190 - Motor Vehicle Mechanic	14.51
05220 - Motor Vehicle Mechanic Helper	11.17
05250 - Motor Vehicle Upholstery Worker	12.87
05280 - Motor Vehicle Wrecker	13.21
05310 - Painter, Automotive	13.93
05340 - Radiator Repair Specialist	13.21
05370 - Tire Repairer	10.96
05400 - Transmission Repair Specialist	14.51
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.01
07010 - Baker	10.85
07041 - Cook I	8.74
07042 - Cook II	9.36
07070 - Dishwasher	6.71
07130 - Meat Cutter	11.73
07250 - Waiter/Waitress	7.39
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	13.29
09040 - Furniture Handler	10.52
09070 - Furniture Refinisher	14.62
09100 - Furniture Refinisher Helper	12.95
09110 - Furniture Repairer, Minor	13.09
09130 - Upholsterer	13.29
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	8.60
11060 - Elevator Operator	7.82
11090 - Gardener	10.57
11121 - House Keeping Aid I	7.11
11122 - House Keeping Aid II	7.72
11150 - Janitor	8.60
11210 - Laborer, Grounds Maintenance	9.02
11240 - Maid or Houseman	6.95
11270 - Pest Controller	12.38
11300 - Refuse Collector	7.81
11330 - Tractor Operator	9.82

11360 - Window Cleaner	9.34
12000 - Health Occupations	
12020 - Dental Assistant	11.00
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.32
12071 - Licensed Practical Nurse I	9.93
12072 - Licensed Practical Nurse II	11.14
12073 - Licensed Practical Nurse III	12.47
12100 - Medical Assistant	10.06
12130 - Medical Laboratory Technician	10.75
12160 - Medical Record Clerk	9.27
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	8.17
12222 - Nursing Assistant II	9.18
12223 - Nursing Assistant III	10.02
12224 - Nursing Assistant IV	11.24
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	10.76
12311 - Registered Nurse I	15.43
12312 - Registered Nurse II	18.88
12313 - Registered Nurse II, Specialist	18.88
12314 - Registered Nurse III	22.85
12315 - Registered Nurse III, Anesthetist	22.85
12316 - Registered Nurse IV	27.36
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	16.43
13011 - Exhibits Specialist I	18.13
13012 - Exhibits Specialist II	22.20
13013 - Exhibits Specialist III	24.62
13041 - Illustrator I	18.13
13042 - Illustrator II	22.20
13043 - Illustrator III	24.62
13047 - Librarian	18.21
13050 - Library Technician	10.38
13071 - Photographer I	10.99
13072 - Photographer II	14.33

13073 - Photographer III	17.55
13074 - Photographer IV	21.41
13075 - Photographer V	25.98
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.34
15030 - Counter Attendant	7.34
15040 - Dry Cleaner	9.21
15070 - Finisher, Flatwork, Machine	7.34
15090 - Presser, Hand	7.34
15100 - Presser, Machine, Drycleaning	7.34
15130 - Presser, Machine, Shirts	7.34
15160 - Presser, Machine, Wearing Apparel, Laundry	7.34
15190 - Sewing Machine Operator	9.77
15220 - Tailor	10.42
15250 - Washer, Machine	8.07
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	16.08
19040 - Tool and Die Maker	20.47
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	13.72
21020 - Material Coordinator	14.19
21030 - Material Expediter	14.19
21040 - Material Handling Laborer	10.51
21050 - Order Filler	10.87
21071 - Forklift Operator	11.17
21080 - Production Line Worker (Food Processing)	11.69
21100 - Shipping/Receiving Clerk	11.27
21130 - Shipping Packer	11.27
21140 - Store Worker I	8.59
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	11.52
21210 - Tools and Parts Attendant	11.69
21400 - Warehouse Specialist	11.69
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	16.74
23040 - Aircraft Mechanic Helper	12.89

23050 - Aircraft Quality Control Inspector	19.60
23060 - Aircraft Servicer	14.40
23070 - Aircraft Worker	15.25
23100 - Appliance Mechanic	16.08
23120 - Bicycle Repairer	10.96
23125 - Cable Splicer	16.47
23130 - Carpenter, Maintenance	13.55
23140 - Carpet Layer	15.25
23160 - Electrician, Maintenance	16.22
23181 - Electronics Technician, Maintenance I	13.86
23182 - Electronics Technician, Maintenance II	17.96
23183 - Electronics Technician, Maintenance III	18.86
23260 - Fabric Worker	13.09
23290 - Fire Alarm System Mechanic	16.74
23310 - Fire Extinguisher Repairer	13.26
23340 - Fuel Distribution System Mechanic	16.74
23370 - General Maintenance Worker	12.60
23400 - Heating, Refrigeration and Air Conditioning Mechanic	13.87
23430 - Heavy Equipment Mechanic	14.62
23440 - Heavy Equipment Operator	16.74
23460 - Instrument Mechanic	16.74
23470 - Laborer	10.31
23500 - Locksmith	13.29
23530 - Machinery Maintenance Mechanic	16.74
23550 - Machinist, Maintenance	14.39
23580 - Maintenance Trades Helper	10.77
23640 - Millwright	16.74
23700 - Office Appliance Repairer	15.98
23740 - Painter, Aircraft	15.28
23760 - Painter, Maintenance	13.84
23790 - Pipefitter, Maintenance	16.74
23800 - Plumber, Maintenance	17.51
23820 - Pneudraulic Systems Mechanic	16.74
23850 - Rigger	16.74
23870 - Scale Mechanic	15.07

23890 - Sheet-Metal Worker, Maintenance	16.06
23910 - Small Engine Mechanic	13.86
23930 - Telecommunication Mechanic I	16.74
23931 - Telecommunication Mechanic II	17.41
23950 - Telephone Lineman	16.74
23960 - Welder, Combination, Maintenance	13.84
23965 - Well Driller	15.22
23970 - Woodcraft Worker	16.74
23980 - Woodworker	12.28
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.50
24580 - Child Care Center Clerk	12.05
24600 - Chore Aid	7.90
24630 - Homemaker	13.88
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	16.89
25040 - Sewage Plant Operator	16.08
25070 - Stationary Engineer	16.89
25190 - Ventilation Equipment Tender	12.30
25210 - Water Treatment Plant Operator	16.08
27000 - Protective Service Occupations	
(not set) - Police Officer	17.54
27004 - Alarm Monitor	10.41
27006 - Corrections Officer	14.42
27010 - Court Security Officer	15.21
27040 - Detention Officer	14.42
27070 - Firefighter	14.43
27101 - Guard I	7.55
27102 - Guard II	13.17
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	15.07
28020 - Hatch Tender	15.07
28030 - Line Handler	15.07
28040 - Stevedore I	13.27
28050 - Stevedore II	14.55

29000 - Technical Occupations

21150 - Graphic Artist	17.34
29010 - Air Traffic Control Specialist, Center (2)	29.36
29011 - Air Traffic Control Specialist, Station (2)	20.24
29012 - Air Traffic Control Specialist, Terminal (2)	22.29
29023 - Archeological Technician I	14.57
29024 - Archeological Technician II	16.30
29025 - Archeological Technician III	20.18
29030 - Cartographic Technician	22.20
29035 - Computer Based Training (CBT) Specialist/ Instructor	20.92
29040 - Civil Engineering Technician	18.84
29061 - Drafter I	11.97
29062 - Drafter II	13.90
29063 - Drafter III	18.13
29064 - Drafter IV	22.20
29081 - Engineering Technician I	12.38
29082 - Engineering Technician II	14.38
29083 - Engineering Technician III	18.75
29084 - Engineering Technician IV	22.96
29085 - Engineering Technician V	28.37
29086 - Engineering Technician VI	33.99
29090 - Environmental Technician	22.20
29100 - Flight Simulator/Instructor (Pilot)	24.62
29160 - Instructor	17.78
29210 - Laboratory Technician	15.40
29240 - Mathematical Technician	22.20
29361 - Paralegal/Legal Assistant I	12.87
29362 - Paralegal/Legal Assistant II	15.00
29363 - Paralegal/Legal Assistant III	18.89
29364 - Paralegal/Legal Assistant IV	22.88
29390 - Photooptics Technician	19.31
29480 - Technical Writer	23.99
29491 - Unexploded Ordnance (UXO) Technician I	18.66
29492 - Unexploded Ordnance (UXO) Technician II	22.57
29493 - Unexploded Ordnance (UXO) Technician III	27.05

29494 - Unexploded (UXO) Safety Escort	18.66
29495 - Unexploded (UXO) Sweep Personnel	18.66
29620 - Weather Observer, Senior (3)	17.09
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	15.40
29622 - Weather Observer, Upper Air (3)	15.40
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	13.56
31260 - Parking and Lot Attendant	8.87
31290 - Shuttle Bus Driver	13.38
31300 - Taxi Driver	9.23
31361 - Truckdriver, Light Truck	13.38
31362 - Truckdriver, Medium Truck	14.05
31363 - Truckdriver, Heavy Truck	14.41
31364 - Truckdriver, Tractor-Trailer	14.41
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	7.14
99030 - Cashier	7.19
99041 - Carnival Equipment Operator	8.39
99042 - Carnival Equipment Repairer	8.92
99043 - Carnival Worker	7.15
99050 - Desk Clerk	8.41
99095 - Embalmer	17.39
99300 - Lifeguard	9.80
99310 - Mortician	18.33
99350 - Park Attendant (Aide)	12.31
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	7.93
99500 - Recreation Specialist	11.65
99510 - Recycling Worker	8.83
99610 - Sales Clerk	9.06
99620 - School Crossing Guard (Crosswalk Attendant)	7.52
99630 - Sport Official	9.06
99658 - Survey Party Chief (Chief of Party)	16.25
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	15.56
99660 - Surveying Aide	9.40
99690 - Swimming Pool Operator	12.73

99720 - Vending Machine Attendant	7.66
99730 - Vending Machine Repairer	9.80
99740 - Vending Machine Repairer Helper	8.12

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time

employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted

classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

CONTRACT CLAUSES

CLAUSES INCORPORATED BY FULL TEXT:

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2003)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3;

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of provision)

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

EVALUATION FACTOR #1: Related Experience

EVALUATION FACTOR #2: Past Performance

EVALUATION FACTOR #3: Price

The relative importance of Related Experience and Past Performance, when combined, is greater than that of price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUN 2003)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () (has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern

or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms ``component," ``domestic end product," ``end

product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (j)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
.	.
.	.
.	.

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (j)(1) of this provision, then the offeror must certify to either (j)(2)(i) or (j)(2)(ii) by checking the appropriate block.]

() (i) The offeror will not supply any end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2003)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting for the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (OCT 2003) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if the contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(c) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

(a) Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(b) The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(End of provision)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 2 years.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

<u>Employee Class</u>	<u>Monetary Wage-Fringe Benefits</u>	<u>#</u>
Park Attendant (Aide) (99350)	GS-05	2

Truck Driver, Light Truck (31361) WG-06

2

(End of clause)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 30 September 2004 . The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 September 2004, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.237-1 SITE VISIT (APR 1984)

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of clause)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.arnet.gov

www.gsa.gov

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov

www.gsa.gov

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (OCT 2003)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

_____ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

_____ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

_____ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

_____ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

_____ 252.225-7001 Buy American Act and Balance of Payment Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

_____ 252.225-7012 Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).

_____ 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

_____ 252.225-7015 Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

_____ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (APR 2003) (____Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

_____ 252.225-7021 Trade Agreements (AUG 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

_____ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

_____ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

_____ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (APR 2003) (____Alternate I) (APR 2003) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

_____ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).

_____ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Oct 2003) (Section 8021 of Pub. L. 107-248).

_____ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

_____ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

_____ 252.232-7003 Electronic Submission of Payment Requests (MAR 2003) (10 U.S.C. 2227).

_____ 252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

_____ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (_____Alternate I) (MAR 2000)
(_____Alternate II) (MAR 2000) (Alternate III) (MAY 2002) (10 U.S.C. 2631).

_____ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

NWK-00100-007 U.S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL , EM 385-1-1

This paragraph applies to contracts and purchase orders that require the contractor to comply with EM 385-1-1 (e.g., contracts that include the Accident Prevention clause at FAR 52.236-13 and/or other safety provisions). EM 385-1-1 and its changes are available at <http://www.hq.usace.army.mil> (at the HQ homepage, select Safety and Occupational Health). The Contractor shall be responsible for complying with the current edition and all changes posted on the web as of the effective date of this solicitation.

(End of Clause)